

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

BUSINESS AIRCRAFT LEASING, INC.,)
)
Plaintiff,)
)
v.) **Civil Action No. _____**
)
BRIAN CARN and BRIAN CARN)
MINISTRIES, INC.,)
)
Defendants.)

COMPLAINT

The Plaintiff, Business Aircraft Leasing, Inc. (“BALI”), for its Complaint against the Defendants, Brian Carn (“Mr. Carn”) and Brian Carn Ministries, Inc. (“BCMI”) (sometimes collectively, the “Defendants”), respectfully states as follows:

PARTIES

1. BALI is a Tennessee corporation with its principal place of business in Nashville, Davidson County, Tennessee.
2. On information and belief, Mr. Carn is an individual person who is a resident of the State of Florida.
3. On information and belief, BCMI is a corporation organized under the laws of the State of Florida with a principal place of business at 1620 Hendricks Avenue, Jacksonville, Florida 32207. BCMI’s registered agent for purposes of service of process is Brian K. Carn, Jr., 8378 Hedgewood Drive, Jacksonville, FL 32216.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds the sum of \$75,000.00, and the action is between

citizens of different states. This Court has personal jurisdiction over the Defendants because the terms of the contract at issue establishes that the Defendants have submitted to personal jurisdiction in this Court.

5. Venue is proper in this Court because the cause of action arose in Nashville, Tennessee, and the contract at issue provides that venue is proper in Nashville, Tennessee.

FACTUAL ALLEGATIONS

6. On or about May 30, 2018, Defendants executed and delivered to BALI a Promissory Note, a true and correct copy of which is attached hereto as Exhibit 1 (the “Note”). BALI gave consideration for the Note by, among other things, agreeing to the dismissal of prior litigation in this Court against the Defendants and certain of their affiliates (Civil Action No. 3:16-cv-1577). Under the Note, the Defendants were and are jointly and severally obligated to pay to BALI the principal amount of \$100,000.00 in monthly installments pursuant to the terms thereof.

7. BALI has not assigned the Note and is presently the “Holder” of the Note as defined therein.

8. The Defendants made one installment payment in the amount of \$15,000.00 on or about June 12, 2018, leaving a principal balance of \$85,000.00 left due under the Note. Thereafter, Defendants failed to make any additional payments on the Note to BALI, beginning with the payment otherwise due on July 10, 2018. The Defendants’ failure to make the July 10, 2018 payment (and any payment due thereafter) constituted an “Event of Default” under the terms of the Note, which, among other things: (a) triggered the accrual of interest on the outstanding balance of the Note in the amount of 4.5% *per annum* until fully repaid; and (ii) automatically accelerated the Defendants’ payment obligations under the Note.

9. Pursuant to the terms of the Note, the Defendants are also obligated to pay BALI’s

reasonable attorneys' fees and other costs incident to collection and/or enforcement of the Note.

COUNT I: BREACH OF CONTRACT

10. BALI restates the allegations set forth in numbered paragraphs 1 through 9 above as if set forth fully herein.

11. The Note constitutes a binding, legally valid contract between the Defendants and BALI as Holder.

12. By failing to make the July 10, 2018 payment and any payment due thereafter, the Defendants materially breached the Note.

13. The Defendants' breach of the Note has damaged, and continues to damage, BALI.

14. The amount presently due and owing to BALI by the Defendants under the Note as of March 12, 2019 is \$87,515.07, consisting of \$85,000.00 in principal and \$2,515.07 in accrued and unpaid interest. Interest continues to accumulate on the balance of the Note in the amount of \$10.48 per day.

15. The Defendants' breach of the Note has required BALI to retain attorneys to enforce and collect the amounts due thereunder. Consequently, the Defendants are also obligated to pay the costs of collection and/or enforcement of the Note in an amount to be determined.

PRAYER FOR RELIEF

WHEREFORE, BALI respectfully requests the following relief:

- (a) That this Court enter judgment in favor of BALI and against Mr. Carn and BCMI, jointly and severally, in an amount to be determined, but in no event less than \$87,515.07, plus additional pre-judgment interest in the amount of \$10.48 per day, plus post-judgment interest;
- (b) That expenses, court costs, and BALI's reasonable attorneys' fees be taxed against the Defendants pursuant to the express terms of the Note; and

(c) That this Court award all further relief as the Court deems just and equitable.

Respectfully submitted,

/s/ Jeffrey L. Allen

Jeffrey L. Allen (No. 26782)
BRADLEY ARANT BOULT CUMMINGS LLP
1600 Division Street, Suite 700
Nashville, TN 37203
(615) 252-2377 (phone)
(615) 252-6377 (fax)
jallen@bradley.com